

Terms & Conditions: Professional Indemnity Insurance

1. Claimant should be a Doctor's SBI Cardholder at the time of raising the request for claim and settlement of claim (if any).
2. The claim shall be duly raised by the Doctor's SBI Cardholder. Customer will have to initiate claim request themselves and follow the process/documentation requirements as laid down by the insurer to be eligible for any settlement awarded towards the claim raised.
3. Standard List of Documents for claims:
 - Duly filled Claims Form by medical practitioner (card holder)
 - Notice of claim by 3rd party on medical practitioner (card holder)
 - For reimbursement of legal fees:
 - a. Lawyer's invoice
 - b. Proof of payment of legal fees
 - For Out of Court settlement – Settlement agreement
 - For Court award – Court order
 - For loss of document – Documentary evidence to show cost incurred to recreate the document.
4. Note: The above list consists of the standard documents required by insurers. Insurer may request for additional documents depending on the facts of the case.
5. Exhaustive list of coverages under the policy:
 - Claims arising out of an allegation of bodily injury including but not limited to death of any patient caused by or alleged to have been caused by error, omission or negligence in professional service rendered or which should have been rendered by the insured doctor
 - Reimbursement of legal and defence costs
 - Cover for out of court settlement and court awards
 - Unintentional Breach of Duty and Breach of Confidentiality
 - Policy will be primary and non-contributory
 - Cover for claims arising out of all professional and Medical Services as rendered by the Individual Doctor

- Claims under National Human Rights Commission, Consumer Protection Act, and any other such applicable laws.
 - Cover for corrective cosmetic surgeries (Plastic surgery in connection with burns or other traumatic injury)
 - Reimbursement of defence costs for criminal cases arising out of medical accidents, mishaps or medical negligence until proven guilty by law
 - Cover for dental treatment under anaesthesia
 - Loss of documents cover sub limited to 1% of Sum insured
6. Policy exclusions (what is not covered under the policy):
 - Criminal act or any act committed in violation of law
 - Services rendered under influence of intoxicants or narcotics
 - Treatment related to HIV/AIDS, weight reductions
 - Cosmetic plastic surgery (viz. hair transplants, punch grafts, flap rotations, silicone implants and similar surgeries referred to as "Cosmesis")
 - Third Party Public liability
 - Assumed liability by agreement which would not have attached in the absence of agreement
 - Willful conduct
 - Claims arising out of genetic injuries caused by X-ray treatment/diagnosis or treatment with radioactive substances
 - Injury/death to any person under a contract of employment or apprenticeship with the insured when such injury/death arises out of the execution of contract